

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 41 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. N00174-06-R-0045		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 11 Jul 2006		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. BLDG. 1558 ATTN: KAREN TINDLEY C12J KAREN.TINDLEY@NAVY.MIL INDIAN HEAD MD 20640-5035 TEL: 301/744-6385 FAX: 301/744-6547				8. ADDRESS OFFER TO See Item 7		CODE		CODE			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Supply Dept. Bldg 1558</u> until <u>03:00 PM</u> local time <u>11 Aug 2006</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME KAREN TINDLEY		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301/744-6385		C. E-MAIL ADDRESS karen.tindley@navy.mil					
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0001		1	Lot	\$	\$	
	Conduct Design Feasibility (DFT) and Compound Qualification Testing for Lead Styphnate and Lead Azide Replacement Compound in accordance with Statement of Work.					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0002		1	LO	NSP		NSP
	Data in accordance with DD 1423					

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

HQ C-1-0001 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Attachment 1, attached hereto.

STATEMENT OF WORK

1.0 Background

The CAD Research and Development Branch, Code 5230, is conducting a multi-year product improvement program to eliminate toxic substances used as ingredients in or the manufacture of US Navy pyrotechnic cartridges and Cartridge Actuated Devices (CADs). The elimination of these materials will improve the producibility of these devices, reduce health hazards to production workers and users, remove toxic materials from the environment, and reduce DEMIL costs.

One major area of investigation is the replacement of the primary explosives lead styphnate and lead azide, which are widely used in CADs and percussion primers. Pacific Scientific Energetic Materials Company (PSEMC) has synthesized and completed initial screening tests on 4,6-dinitro-7-hydroxybenzofuroxan (KDNP). They also completed development of 5 copper nitrotetrazolate (DBX-1). Based on the test results, the compounds were selected for performance evaluation and compound qualification testing of 12S as well as performance evaluation of DBX-1 as outlined in NAVSEAINST 8020.5C.

The major objective of this part of the program is to evaluate the performance of the 12S compound as well as the performance of DXB1 and to conduct the compound qualification tests outlined in NAVSEAINST 8020.5C.

2.0 Scope

The Statement of Work (SOW) defines the Tasks to be performed by the contractor in support of this continuing toxic material replacement program.

3.0 Applicable Documents

DI-MGMT-80227

Contractor's Progress, Status, and Management Report

DI-ADMN-80447

Contractor Summary Report

NAVSEAINST 8020.5C

Qualification and Final (Type) Qualification Procedures
For Navy Explosives (High Explosives, Propellants,
Pyrotechnics and Blasting Agents)

4.0 Requirements

4.1 The contractor shall file quarterly progress reports as well as applicable data reviews and analyses, which document technical progress during evaluation of replacements for toxic materials

4.2 The contractor shall have demonstrated capability in evaluating and testing energetic materials, with specific emphasis on test procedures specified in MIL-STD-1751.

4.3 The contractor shall supply all necessary labor, material, and facilities to perform the tasks outlined in section 5.0 of this document.

5.0 Tasks

The contractor shall perform the following Tasks and report as required by the Contract Data Requirement List (Form DD1423) and Section 3.0 of this SOW.

Task 5.1 - The contractor shall conduct the following basic safety tests on KDNP:

- Friction – Small scale BAM testing
- Impact – Ball drop method
- ESD – via LEESA or other appropriate method
- Thermal characteristics – DSC and TGA analysis to 500C

Task 5.2 - The contractor shall perform an accelerated aging study that will include the following:

- Perform the strong confinement ignition test on KDNP at 10 kpsi loading pressure to verify that this compound will not detonate under confinement. This test will be used as justification for not performing the priming test required for qualification during the artificial aging program.
- Establish baseline hot wire initiation data for KDNP using the procedure outlined in MIL-STD-1751.
- Establish baseline closed bomb data by firing five 2-100940 bridgewire initiators in a suitable closed bomb to obtain temporal profiles of pressure and temperature.
- Age 15g of KDNP in sealed containers at 70C and uncontrolled relative humidity (RH) for 12 months.

- Age 15g of KDNP in a controlled atmosphere (25C and 30% RH) for 12 months.
- At six months and 12 months aging, withdraw 5g samples of KDNP from the 70C oven and perform the friction and impact safety tests, hot wire initiation test, thermal characteristics tests (DSC and TGA), and closed bomb tests on these samples. Compare the results of these tests with the baseline data.
- Withdraw a 5g sample from the controlled atmosphere (25C and 30% RH) and conduct the friction and impact safety tests, hot wire initiation test, thermal characteristics tests (DSC and TGA), and closed bomb tests on this sample. Compare the results of these tests with the baseline data.

Task 5.3 – The contractor shall determine the following properties of KDNP by either experiment or calculation:

- Molecular weight
- Heat of explosion
- Density by helium pycnometry
- Oxygen balance
- Purity by TLC and other methods
- Hygroscopicity
- Particle size and morphology via SEM and Microtrak analyzer
- Ignition temperature via hot stage
- FTIR spectrum
- Structure via X-ray analysis
- Heat of formation

This Task shall also include compatibility testing via DSC analysis on KDNP with the following materials: BKNO₃, black powder, ball powder and Hercules HiTemp propellant.

Task 5.4 – The contractor shall conduct a performance evaluation of KDNP in the following specific applications:

- 1) Hot wire – buttered CCU-63 impulse cartridge
 - Prepare 3 each CCU-63 headers with buttered normal lead styphnate (NLS) on the bridgewire using the standard production unit process.
 - Prepare 3 each CCU-63 headers with buttered KDNP on the bridgewire using the standard production unit process.

- Perform a function test of the 6 buttered headers at ambient temperature using high speed video to capture the flame generation characteristics of both materials.
- Prepare 30 each full up standard production CCU-63 cartridges with NLS on the bridgewire using normal production unit process.
- Prepare 30 each full up standard production CCU-63 devices with buttered KDNP on the bridgewire in lieu of the NLS.
- Perform normal lot acceptance testing of all units under the following conditions
 - ❑ 10 of each type to be tested at ambient temperature condition. Data is to be recorded such that a realistic performance comparison can be made.
 - ❑ 10 of each type to be tested after conditioning for 2 hours minimum at -65°F. Units are to be fired within 2 min after removal from conditioning. Data is to be recorded such that a realistic performance comparison can be made.
 - ❑ 10 of each type to be tested after conditioning for 2 hours minimum at +165°F. Units are to be fired within 2 min after removal from conditioning. Data is to be recorded such that a realistic performance comparison can be made.

2) Hot wire – pressed TOW missile initiator units

- Prepare 25 each full up standard production TOW devices using normal production unit process and with NLS on the bridgewire.
- Prepare 25 each full up standard production TOW devices using normal production unit process and with KDNP on the bridgewire in lieu of the NLS.
- Function all devices according to Neyer protocol and test into a closed bomb to determine output characteristics

3) Stab primer testing – MK102 primer

- Prepare 10 standard production MK102 devices using normal production unit process and with NLS and verify all fire level.
- Prepare 30 MK102 devices using normal production unit process and with LS replaced with KDNP.
- Using a ball drop apparatus, perform a 30 unit dud test at the MK102 level established above, including a dent block test with each.

4) Percussion primer – PVU-12/A

- Prepare 50 standard production PVU-12/A devices using normal production unit process and with NLS in the primer mix.
- Prepare 50 standard production PVU-12/A devices using normal production unit process and with NLS replaced with KDNP in the primer mix.
- Perform a 30 unit Neyer go/no-go test with the primers prepared using NLS and determine the 50% all-fire level and standard deviation.
- Perform a 30 unit Neyer go/no-go test with the primers prepared using KDNP and determine the 50% all-fire level and standard deviation.
- Perform 10 closed bomb (P/T) tests on primers prepared using NLS.

- Perform 10 closed bomb (P/T) tests on primers prepared using KDNP.
- Perform function test of 20 units (10 NLS & 10 KDNP) at ambient temperature using high speed video to capture flame generation characteristics of both materials.

5) Reactive semi-conductor bridge

- Prepare 3 each RSCB headers with 30mg of NLS/60mg DE (to provide retention) consolidated at 5kpsi.
- Prepare 3 each RSCB headers with 30mg of KDNP/60mg DE (to provide retention) consolidated at 5kpsi.
- Perform function test of RSCB headers at ambient temperature using high speed video to capture flame generation characteristics of both materials. Function at 25V with IHDD fire set.
- Prepare 30 each full up RSCB initiators using 30mg NLS as the bridge prime with 60mg of DE and 85mg ZAP as the output charge as follows:
 - ❑ 10 each with bridge prime and DE loaded with no consolidation force.
 - ❑ 10 each with bridge prime and DE loaded to at 5 kpsi.
 - ❑ 10 each with bridge prime and DE loaded to at 10 kpsi.

All load data including load densities are to be recorded.

- Prepare 30 each full up RSCB initiators using 30mg KDNP as the bridge prime with 60mg of DE and 85mg ZAP as the output charge as follows:
 - ❑ 10 each with bridge prime and DE loaded with no consolidation force.
 - ❑ 10 each with bridge prime and DE loaded to at 5 kpsi.
 - ❑ 10 each with bridge prime and DE loaded to at 10 kpsi.

All load data including load densities are to be recorded.

- Perform a functional test in a standard 10cc closed bomb as follows:
 - ❑ 4 of each type and load density are to be tested at ambient temperature condition. Data is to be recorded such that a realistic performance comparison can be made.
 - ❑ 3 of each type and load density are to be tested after conditioning for 2 hours minimum at -65°F. Units are to be fired within 2 min after removal from conditioning. Data is to be recorded such that a realistic performance comparison can be made.
 - ❑ 3 of each type and load density are to be tested after conditioning for 2 hours minimum at +165°F. Units are to be fired within 2 min after removal from conditioning. Data is to be recorded such that a realistic performance comparison can be made.

6) Closed bomb testing (utilizing standard PSEMC 2-100940 headers)

- Prepare 30 standard production 2-100940 headers using normal production unit process and with NLS.
- Prepare 30 standard production 2-100940 headers using normal production unit process and with KDNP.
- Function 5 of each header (5 NLS, 5 KDNP) into a closed bomb with each of the following as output charges:
 - BKNO₃ granules
 - BKNO₃ pellets (1901 compliant)
 - Class 4 or 5 black powder
 - Class 1 or 2 black powder
 - Ball powder
 - Hercules HiTemp propellant

Task 5.5- DBX-1 Preparation.

The contractor shall perform the following

- 1 Evaluate existing preparation procedures and modifications. Examine the effects of NaNT purity on the preparation of DBX-1.
- 2 Determine the chemical constitution and structure of DBX-1.
- 3 Pursue alternate synthesis conditions and schemes for DBX-1.
- 4 Investigate possible (re) crystallization schemes for DBX-1.

Task 5.6- Phase (1) Testing

The contractor shall synthesis sufficient quantity of DBX1 to perform the following chemical analysis:

DSC
 FT-IR
 UV-VIS spectroscopy
 Elemental analysis
 NMR
 HPLC
 Cyclic voltametry
 X-ray diffraction
 Impact sensitivity
 Friction sensitivity
 ESD sensitivity – Sandia standard man (600 pF, 500ohm in series, variable voltage)
 and LEESA
 Solubility /Hygroscopicity
 Metal compatibility

Task 5.7 – Detonation Output Characteristics Evaluation of DBX-1. (Phase 2)

The contractor shall perform the following tests to determine the output of DBX-1:

1. Conduct strong ignition testing of all viable materials at 10kpsi loading pressure.
2. Conduct strong ignition testing of materials that pass the 10 KPSI at 5, 10, 20 and 40kpsi loading pressure.

Task 5.8 - The contractor shall prepare a final report that documents the results of the analyses and tests performed in Tasks 5.1 through **5.7**. The final report shall include the synthesis method for all compounds synthesized under this contract.

6.0 Schedule of Deliverables.

The contractor shall provide the following deliverables according to the schedule indicated:

Deliverable	Delivery Date
Quarterly Progress Report	NLT 15 days past reporting period
Analyses/Recommendations	as required by the COTR
Final Report	NLT 30 days past contract end

7.0 Disposition of GFM.

The COTR will furnish all required data and specifications. All Government Furnished Materials (GFM) will be returned to IHDI/NSWC at the completion of the contract.

Ownership of all Contractor Furnished Materials (Purchased Materials) including test equipment and recorded test data but excluding expendable items, will be transferred to IHDI/NSWC at the completion of this contract.

8.0 Period of performance

The period of performance for this contract is 450 days from contract award.

HQ C-2-0038 - PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0002 - PACKAGING LANGUAGE (W/O MILITARY SPECIFICATIONS)

Item(s) 0001 - The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

IHD 31 - MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS)(NAVSEA/IHD) FEB 2000

(a) Marking shall be in accordance with ASTM D 3951-90,
"Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No:

Bldg:

Code:

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
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CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 - INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order

AUG 1989

CLAUSES INCORPORATED BY FULL TEXT

IHD 62 - PERIOD OF PERFORMANCE (NAVSEA/IHD) FEB 2000

The Basic effort to be performed under this contract, including delivery of data, shall be completed within a period of 450 days beginning with the effective date of this contract.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAY 2006)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dod.mil/dfas/>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

HQ G-2-0002 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

IHD 6 CONTRACT POINTS OF CONTACT (NAVSEA/IHD)

The following contacts are provided for this contract:

Contract Administrator:	Joyce Weaver
Phone Number:	(301)744-6575 joyce.weaver@navy.mil
Payments/Invoicing:	Geneve Wesley
Phone Number:	(301)744-4840 geneve.wesley@navy.mil
Technical Representative:	Magdy Bichay
Phone Number:	(301)744-2359 magdy.bichay@navy.mil

Any concerns regarding your contract, should be directed to the above mentioned personnel, or the Contracting Officer Patricia Kragh at (301) 744-6669 .

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) APR 2005

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or a duly appointed representative will be returned to the contractor at their expense with no cost or liability to the U.S. Government.

2. The following days are scheduled holidays for Indian Head Division, Naval Sea Systems Command.

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Generally, if the holiday falls on a Saturday, it will be observed the preceding Friday, and if the holiday falls on a Sunday, the observance will be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: <http://www.opm.gov/fedhol/index.asp>.

3. The hours of operation for the Procurement Department and Receiving Branch are as follows:

AREA	FROM	TO
Procurement Dept. (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Procurement Department, please call for an appointment at least 24 hours in advance.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

IHD 113 NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

IHD 126 - GOVERNMENT-FURNISHED PROPERTY (FEB 2000) (NAVSEA/IHD)

(a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

Item	Qty	Delivery Date
MK 102 Primer	10 Each	1 week after contract award
MK 102 Primer Hardware	60 Each	1 week after contract award
MK 102 Primer Tooling	1 Set	1 week after contract award
NOL-130 Chemicals	1 Set	1 week after contract award
PVU-12/A Primer Hardware	600 Each	1 week after contract award
PVU-12/A Primers	60 Each	1 week after contract award
Ball Powder	10 g	1 week after contract award

(b) The property will be delivered at the Governments expense at or near

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within 30 days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.208-9	Contractor Use of Mandatory Sources of Supply	JUL 2004
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-4	Economic Price Adjustment-Labor and Material	JAN 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.222-47	Service Contract Act (SCA) Minimum Wages And Fringe Benefits	MAY 1989
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.225-13 (Dev)	Restrictions on Certain Foreign Purchases	JUN 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-14	Rights in Data--General	JUN 1987

52.229-4	Federal, State, And Local Taxes (State and Local Adjustmentst)	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.com]

(End of clause)

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in _____, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

1. DD 1423

94-2023 AZ,PHOENIX

WAGE DETERMINATION NO: 94-2023 REV (31) AREA: AZ,PHOENIX

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2024

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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William W.Gross Director	Division of Wage Determinations	Wage Determination No.: 1994-2023 Revision No.: 31 Date Of Revision: 05/23/2006
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State: Arizona

Area: Arizona Counties of Apache, Coconino, Gila, Maricopa, Navajo, Pinal, Yavapai

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.16
01012 - Accounting Clerk II	12.30
01013 - Accounting Clerk III	14.02
01014 - Accounting Clerk IV	15.85
01030 - Court Reporter	15.17
01050 - Dispatcher, Motor Vehicle	12.91
01060 - Document Preparation Clerk	11.52
01070 - Messenger (Courier)	10.24
01090 - Duplicating Machine Operator	11.52
01110 - Film/Tape Librarian	12.15
01115 - General Clerk I	8.78
01116 - General Clerk II	10.21
01117 - General Clerk III	11.20
01118 - General Clerk IV	13.32
01120 - Housing Referral Assistant	16.44
01131 - Key Entry Operator I	9.80
01132 - Key Entry Operator II	11.02
01191 - Order Clerk I	10.66
01192 - Order Clerk II	14.86
01261 - Personnel Assistant (Employment) I	10.94
01262 - Personnel Assistant (Employment) II	13.54
01263 - Personnel Assistant (Employment) III	15.62
01264 - Personnel Assistant (Employment) IV	17.42
01270 - Production Control Clerk	16.43
01290 - Rental Clerk	11.47
01300 - Scheduler, Maintenance	13.66
01311 - Secretary I	13.66
01312 - Secretary II	14.86
01313 - Secretary III	16.44
01314 - Secretary IV	19.01
01315 - Secretary V	23.35
01320 - Service Order Dispatcher	11.28
01341 - Stenographer I	11.73
01342 - Stenographer II	13.18
01400 - Supply Technician	19.01

01420 - Survey Worker (Interviewer)	12.54
01460 - Switchboard Operator-Receptionist	11.12
01510 - Test Examiner	14.86
01520 - Test Proctor	14.86
01531 - Travel Clerk I	11.14
01532 - Travel Clerk II	12.02
01533 - Travel Clerk III	12.93
01611 - Word Processor I	12.21
01612 - Word Processor II	13.94
01613 - Word Processor III	15.49
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.16
03041 - Computer Operator I	11.25
03042 - Computer Operator II	14.25
03043 - Computer Operator III	16.38
03044 - Computer Operator IV	18.51
03045 - Computer Operator V	20.19
03071 - Computer Programmer I (1)	20.91
03072 - Computer Programmer II (1)	24.91
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.25
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	18.62
05010 - Automotive Glass Installer	15.63
05040 - Automotive Worker	15.63
05070 - Electrician, Automotive	16.34
05100 - Mobile Equipment Servicer	13.37
05130 - Motor Equipment Metal Mechanic	18.25
05160 - Motor Equipment Metal Worker	15.78
05190 - Motor Vehicle Mechanic	17.37
05220 - Motor Vehicle Mechanic Helper	12.16
05250 - Motor Vehicle Upholstery Worker	14.59
05280 - Motor Vehicle Wrecker	15.78
05310 - Painter, Automotive	17.80
05340 - Radiator Repair Specialist	15.76
05370 - Tire Repairer	12.92
05400 - Transmission Repair Specialist	17.37
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.31
07010 - Baker	11.36
07041 - Cook I	9.94
07042 - Cook II	11.50
07070 - Dishwasher	7.56
07130 - Meat Cutter	16.13
07250 - Waiter/Waitress	7.22
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.50
09040 - Furniture Handler	10.88
09070 - Furniture Refinisher	16.50
09100 - Furniture Refinisher Helper	12.16
09110 - Furniture Repairer, Minor	14.59
09130 - Upholsterer	16.50
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.83
11060 - Elevator Operator	8.06
11090 - Gardener	12.96
11121 - House Keeping Aid I	7.54
11122 - House Keeping Aid II	8.70
11150 - Janitor	10.14
11210 - Laborer, Grounds Maintenance	9.37
11240 - Maid or Houseman	7.54
11270 - Pest Controller	13.19
11300 - Refuse Collector	10.74
11330 - Tractor Operator	11.82
11360 - Window Cleaner	10.96
12000 - Health Occupations	
12020 - Dental Assistant	13.56
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.53
12071 - Licensed Practical Nurse I	14.13
12072 - Licensed Practical Nurse II	15.72

12073 - Licensed Practical Nurse III	17.60
12100 - Medical Assistant	11.06
12130 - Medical Laboratory Technician	14.74
12160 - Medical Record Clerk	12.22
12190 - Medical Record Technician	15.57
12221 - Nursing Assistant I	9.24
12222 - Nursing Assistant II	10.37
12223 - Nursing Assistant III	10.94
12224 - Nursing Assistant IV	12.30
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.30
12311 - Registered Nurse I	20.71
12312 - Registered Nurse II	25.35
12313 - Registered Nurse II, Specialist	25.35
12314 - Registered Nurse III	30.68
12315 - Registered Nurse III, Anesthetist	30.68
12316 - Registered Nurse IV	36.74
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.92
13011 - Exhibits Specialist I	15.53
13012 - Exhibits Specialist II	19.16
13013 - Exhibits Specialist III	23.37
13041 - Illustrator I	18.79
13042 - Illustrator II	23.18
13043 - Illustrator III	28.27
13047 - Librarian	21.60
13050 - Library Technician	12.80
13071 - Photographer I	14.72
13072 - Photographer II	16.96
13073 - Photographer III	20.94
13074 - Photographer IV	25.54
13075 - Photographer V	30.98
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.70
15030 - Counter Attendant	7.70
15040 - Dry Cleaner	9.62
15070 - Finisher, Flatwork, Machine	7.70
15090 - Presser, Hand	7.70
15100 - Presser, Machine, Drycleaning	7.70
15130 - Presser, Machine, Shirts	7.70
15160 - Presser, Machine, Wearing Apparel, Laundry	7.70
15190 - Sewing Machine Operator	10.25
15220 - Tailor	10.90
15250 - Washer, Machine	8.37
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.74
19040 - Tool and Die Maker	22.78
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.14
21020 - Material Coordinator	16.43
21030 - Material Expediter	16.43
21040 - Material Handling Laborer	11.91
21050 - Order Filler	10.52
21071 - Forklift Operator	13.52
21080 - Production Line Worker (Food Processing)	13.52
21100 - Shipping/Receiving Clerk	13.89
21130 - Shipping Packer	13.45
21140 - Store Worker I	8.00
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.24
21210 - Tools and Parts Attendant	14.00
21400 - Warehouse Specialist	14.00
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.04
23040 - Aircraft Mechanic Helper	15.43
23050 - Aircraft Quality Control Inspector	26.36
23060 - Aircraft Servicer	18.51
23070 - Aircraft Worker	19.83
23100 - Appliance Mechanic	16.50
23120 - Bicycle Repairer	12.92
23125 - Cable Splicer	21.98
23130 - Carpenter, Maintenance	16.50
23140 - Carpet Layer	15.63
23160 - Electrician, Maintenance	19.99
23181 - Electronics Technician, Maintenance I	12.68

23182 - Electronics Technician, Maintenance II	21.46
23183 - Electronics Technician, Maintenance III	23.61
23260 - Fabric Worker	14.59
23290 - Fire Alarm System Mechanic	18.20
23310 - Fire Extinguisher Repairer	14.71
23340 - Fuel Distribution System Mechanic	20.21
23370 - General Maintenance Worker	15.63
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.76
23430 - Heavy Equipment Mechanic	18.72
23440 - Heavy Equipment Operator	17.83
23460 - Instrument Mechanic	19.98
23470 - Laborer	9.04
23500 - Locksmith	16.50
23530 - Machinery Maintenance Mechanic	20.68
23550 - Machinist, Maintenance	17.49
23580 - Maintenance Trades Helper	12.16
23640 - Millwright	19.60
23700 - Office Appliance Repairer	16.93
23740 - Painter, Aircraft	22.46
23760 - Painter, Maintenance	16.50
23790 - Pipefitter, Maintenance	18.75
23800 - Plumber, Maintenance	17.81
23820 - Pneudraulic Systems Mechanic	18.20
23850 - Rigger	18.20
23870 - Scale Mechanic	15.65
23890 - Sheet-Metal Worker, Maintenance	17.37
23910 - Small Engine Mechanic	15.63
23930 - Telecommunication Mechanic I	18.23
23931 - Telecommunication Mechanic II	22.06
23950 - Telephone Lineman	18.23
23960 - Welder, Combination, Maintenance	17.37
23965 - Well Driller	18.30
23970 - Woodcraft Worker	18.20
23980 - Woodworker	13.37
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.75
24580 - Child Care Center Clerk	13.87
24600 - Chore Aid	8.77
24630 - Homemaker	16.71
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.49
25040 - Sewage Plant Operator	19.64
25070 - Stationary Engineer	21.49
25190 - Ventilation Equipment Tender	12.16
25210 - Water Treatment Plant Operator	19.64
27000 - Protective Service Occupations	
(not set) - Police Officer	24.11
27004 - Alarm Monitor	15.60
27006 - Corrections Officer	19.52
27010 - Court Security Officer	19.52
27040 - Detention Officer	19.77
27070 - Firefighter	19.82
27101 - Guard I	10.07
27102 - Guard II	15.15
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.65
28020 - Hatch Tender	15.65
28030 - Line Handler	15.65
28040 - Stevedore I	13.92
28050 - Stevedore II	17.40
29000 - Technical Occupations	
21150 - Graphic Artist	20.44
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	15.21
29024 - Archeological Technician II	17.02
29025 - Archeological Technician III	21.08
29030 - Cartographic Technician	22.61
29035 - Computer Based Training (CBT) Specialist/ Instructor	28.44
29040 - Civil Engineering Technician	19.28
29061 - Drafter I	14.16
29062 - Drafter II	15.90
29063 - Drafter III	18.33

29064 - Drafter IV	22.61
29081 - Engineering Technician I	15.61
29082 - Engineering Technician II	17.26
29083 - Engineering Technician III	21.48
29084 - Engineering Technician IV	25.33
29085 - Engineering Technician V	27.52
29086 - Engineering Technician VI	31.49
29090 - Environmental Technician	18.59
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	21.67
29210 - Laboratory Technician	18.63
29240 - Mathematical Technician	23.35
29361 - Paralegal/Legal Assistant I	15.92
29362 - Paralegal/Legal Assistant II	18.85
29363 - Paralegal/Legal Assistant III	23.00
29364 - Paralegal/Legal Assistant IV	27.91
29390 - Photooptics Technician	24.41
29480 - Technical Writer	22.48
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	17.80
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.75
29622 - Weather Observer, Upper Air (3)	14.75
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	17.45
31260 - Parking and Lot Attendant	8.71
31290 - Shuttle Bus Driver	13.61
31300 - Taxi Driver	9.50
31361 - Truckdriver, Light Truck	13.61
31362 - Truckdriver, Medium Truck	18.71
31363 - Truckdriver, Heavy Truck	19.17
31364 - Truckdriver, Tractor-Trailer	19.17
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.19
99030 - Cashier	10.59
99041 - Carnival Equipment Operator	11.29
99042 - Carnival Equipment Repairer	12.36
99043 - Carnival Worker	8.06
99050 - Desk Clerk	9.75
99095 - Embalmer	18.23
99300 - Lifeguard	10.52
99310 - Mortician	21.46
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.30
99500 - Recreation Specialist	13.51
99510 - Recycling Worker	15.03
99610 - Sales Clerk	11.62
99620 - School Crossing Guard (Crosswalk Attendant)	7.96
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	22.51
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	19.11
99660 - Surveying Aide	13.56
99690 - Swimming Pool Operator	15.60
99720 - Vending Machine Attendant	12.31
99730 - Vending Machine Repairer	15.60
99740 - Vending Machine Repairer Helper	12.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2005
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ----- [insert NAICS code].

(2) The small business size standard is ----- [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of

completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$25 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

- (b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract

resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-14	Notice Of Priority Rating For National Defense Use	SEP 1990
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Service contract resulting from this solicitation.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far

Form Approved
OMB No. 0704-0188

the Contract/PR No. listed in Block E.

1. DATA ITEM NO.	A002	Contractor's progress, status, and management Report	3. SUBTITLE	Monthly Report
2. TITLE OF DATA ITEM				
4. AUTHORITY (Data Acquisition Document No.)	S.O.W. Para 6.0			
7. DD 250 REQ	LT	9 DIST STATEMENT	10. FREQUENCY	Quarterly
8. APP CODE			11. AS OF DATE	15 DARP
			12. DATE OF FIRST SUBMISSION	90 DAC
			13. DATE SUBSEQUENT SUBMISS	a. ADDRESSEE
			b. COPIES	FINAL
			14. DISTRIBUTION	See BIK. 16
			6. REQUIRING OFFICE	Reg
			5. CONTRACT REFERENCE	Draft
			4. AUTHORITY (Data Acquisition Document No.)	Repro
			3. SUBTITLE	

Remarks field cannot be prelinked. Enter remarks on individual CDRLs.

NSWC C12A LT Only

12. Commander
Indian Head Division
Naval Surface Warfare Center
101 Strauss Ave.
Indian Head, MD 20640-5035

J. DATE 6/5/06	I. APPROVED BY Kelly Armstrong	H. DATE 6/2/06	I. APPROVED BY Magdy Bichay
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Previous editions are obsolete.

1161/183

Attachment (F)

